

MG01

Particulars of a mortgage or charge



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LASERFORM

A fee is payable with this form.

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Please see 'How to pay' on the last page

✓ **What this form is for**  
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland

✗ **What this form is NOT for**  
You cannot use this form to r  
particulars of a charge for a S  
company To do this, please  
form MG01s

WEDNESDAY



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04/04/2012

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COMPANIES HOUSE

1 **Company details**

Company number 0 7 6 5 2 4 6 6

Company name in full Metis Bidco Limited  
(the "Chargor")

For official use

→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

2 **Date of creation of charge**

Date of creation d3 d0 m0 m3 y2 y0 y1 y2

3 **Description**

Please give a description of the instrument (if any) creating or evidencing the  
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description The security over shares agreement dated 30 March 2012 between the  
Chargor and J P Morgan Europe Limited (the "Security Agent") which  
expression shall include any person for the time being appointed as the  
security agent or as an additional security agent for the purpose of, and  
in accordance with the Intercreditor Agreement (the "Security over Shares  
Agreement")

4 **Amount secured**

Please give us details of the amount secured by the mortgage or charge

Amount secured Subject to clause 4 (Limited Recourse) of the  
Security over Shares Agreement, the Chargor has  
covenanted with the Security Agent as security  
agent for the Secured Parties that it shall on  
demand of the Security Agent discharge (i) all the  
Secured Liabilities, and (ii) all other present and  
future debts and obligations at any time due, owing  
or incurred by any member of the Restricted Group  
and by each Obligor to any Secured Party under the  
relevant Debt Documents (including the Security  
over Shares Agreement), both actual and contingent  
and whether incurred solely or jointly and as  
principal or surety or in any other capacity and  
the Chargor shall pay to the Security Agent when

[See continuation page - Amount Secured]

**Continuation page**  
Please use a continuation page if  
you need to enter more details

**MG01****Particulars of a mortgage or charge****5****Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

**Continuation page**

Please use a continuation page if you need to enter more details

Name J.P. Morgan Europe Limited

Address 125 London Wall

London

Postcode E C 2 Y 5 A J

Name

Address

Postcode

**6****Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

**Continuation page**

Please use a continuation page if you need to enter more details

Short particulars

The Chargor has charged with full title guarantee in favour of the Security Agent as security agent for the Secured Parties for the payment and discharge of the Secured Obligations, by way of first fixed charge all the Chargor's right, title and interest from time to time in and to the Parent Charged Portfolio. The Chargor has charged with full title guarantee in favour of the Security Agent as security agent for the Secured Parties for the payment and discharge of the Secured Obligations, by way of first fixed charge all the Chargor's right, title and interest from time to time in and to the LGL Charged Portfolio.

The Security over Shares Agreement also contains a covenant for further assurance and a negative pledge.

Unless defined elsewhere in this Form MG01, please see attached the Definitions Schedule in Section 6 (Short particulars of all the property mortgaged or charged) continuation pages of this Form MG01 for the defined terms which are used throughout this Form MG01 (including such continuation pages)

# MG01

## Particulars of a mortgage or charge

### 7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

None

### 8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870)

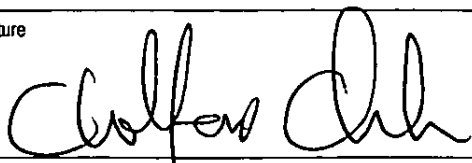
We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

### 9 Signature

Please sign the form here

Signature

Signature

X  X

This form must be signed by a person with an interest in the registration of the charge

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## Particulars of a mortgage or charge



### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name **Clare Perkins (70-40508547)**

Company name  
**Clifford Chance LLP**  
**(via London CH counter)**

Address **10 Upper Bank Street**

Post town **London**

County/Region

Postcode **E 1 4 5 J J**

Country **United Kingdom**

DX **149120 Canary Wharf 3**

Telephone **020 7006 1000**



### Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



### Checklist

**We may return forms completed incorrectly or with information missing.**

**Please make sure you have remembered the following:**

- ☒ The company name and number match the information held on the public Register
- ☒ You have included the original deed with this form
- ☒ You have entered the date the charge was created
- ☒ You have supplied the description of the instrument
- ☒ You have given details of the amount secured by the mortgagee or chargee
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ You have entered the short particulars of all the property mortgaged or charged
- ☒ You have signed the form
- ☒ You have enclosed the correct fee



### Important information

**Please note that all information on this form will appear on the public record.**



### How to pay

**A fee of £13 is payable to Companies House in respect of each mortgage or charge.**

Make cheques or postal orders payable to 'Companies House'



### Where to send

**You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:**

#### For companies registered in England and Wales:

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

#### For companies registered in Scotland:

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

#### For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**

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### Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>due and payable every sum (without double counting) at any time owing, due or incurred by it to the Security Agent (whether for its own account or as security agent for the Secured Parties) or any Receiver in respect of any such liabilities provided that neither such covenant nor the security constituted by the Security Over Shares Agreement shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law (the "Secured Obligations")</p> <p>Unless defined elsewhere in this Form MG01, please see attached the Definition Schedule in Section 6 (Short particulars of all the property mortgaged or charged) continuation pages of this Form MG01 (including such continuation pages)</p>	

**MG01 - continuation page**  
**Particulars of a mortgage or charge**

**6 Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Short particulars

DEFINITIONS SCHEDULE:

**"Additional Liabilities"** means, in relation to any Liability, any money, debt or liability due, owing or incurred under or in connection with:

- (a) any deferral or extension of such Liability,
- (b) any further advance which may be made under any document, agreement or instrument supplemental to any original finance document under or in connection with which such Liability was incurred or created together with any related interest, fees and costs,
- (c) any claim for damages or restitution in the event or rescission of such liability or otherwise in connection with any relevant agreement, deed, document or instrument relating to such Liability,
- (d) any claim against any Debtor or Intra-Group Borrower flowing from any recovery by a Debtor or Intra-Group Borrower or any liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer of a payment or discharge in respect of such Liability on the grounds of preference or otherwise; and
- (e) any amount (such as post-insolvency interest and post-insolvency expenses and any other interest, fees, expenses and other charges that pursuant to the Credit Facility Documents, Pari Passu Debt Documents or the Senior Note Indenture continue to accrue after the commencement of any Bankruptcy Event, whether or not such interest, fees, expenses and other charges are allowed under the applicable bankruptcy or insolvency law or during any such Bankruptcy Event) which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings.

**"Ancillary Facility"** means:

- (a) any ancillary facility made available by an Ancillary Lender in accordance with clause 8 (*Ancillary Facilities*) of the RCF Facility Agreement; and
- (b) after the RCF Discharge Date, if applicable, any ancillary facility made available by an Ancillary Lender under and in accordance with the relevant Credit Facility Documents.

**"Ancillary Lender"** means:

- (a) each RCF Lender (or affiliate of a RCF Lender) which makes an Ancillary Facility available pursuant to the terms of the RCF Facility Agreement, and

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- (b) after the RCF Discharge Date, if applicable, any Credit Facility Lender (or affiliate of a Credit Facility Lender) which makes an Ancillary Facility available pursuant to the terms of the relevant Credit Facility Documents.

**"Arranger Liabilities"** means all Liabilities of any Debtor to any Arranger under the Credit Facility Documents.

**"Arranger"** means J.P Morgan Limited and Lloyds TSB Bank plc and any other person who becomes a party to the Intercreditor Agreement as an Arranger pursuant to Clause 20.2 (New Credit Facility Lenders and Creditor Representatives) of the Intercreditor Agreement.

**"Bankruptcy Event"** means

- (a) in relation to any Debtor.

- (1) (A) any other voluntary or involuntary insolvency, reorganization or bankruptcy case or proceeding, or any receivership, liquidation, reorganization or other similar case or proceeding is commenced with respect to a material portion of such Debtor's assets, (B) any liquidation, dissolution, reorganization or winding up of such Debtor whether voluntary or involuntary and involving insolvency or bankruptcy is commenced and (C) any assignment for the benefit of creditors, or

- (11) the appointment of any liquidator, receiver, administrator, administrative receiver, compulsory manager, trustee or similar officer in respect of that Debtor or any of its assets,

**provided that** this paragraph (a) shall not apply to any involuntary case, proceeding or appointment that is discharged stayed or dismissed within 30 days; or

- (b) any analogous events to those mentioned in paragraph (a) above affecting any Debtor in any jurisdiction.

**"Borrower"** has the meaning given to it in the RCF Facility Agreement.

**"Charged Portfolio"** means the Shares and the Related Assets

**"Credit Facility Document"** means:

- (a) each "Finance Document" under, and as defined in, the RCF Facility Agreement (but excluding any Hedging Document), and
- (b) after the RCF Discharge Date, if applicable, each document or instrument entered into between a member of the Restricted Group and a Finance Party setting out the terms of any loan, credit or guarantee facility or securities which creates or evidences any Credit Facility

**"Credit Facility Lender Liabilities"** means the Liabilities owed by the Debtors to the Credit Facility Lenders under or in connection with the

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Credit Facility Documents but excluding any Hedging Liabilities.

**"Credit Facility Lenders"** means:

- (a) the RCF Lenders, each Issuing Bank, each Ancillary Lender; and
- (b) after the RCF Discharge Date, each "Lender", "Issuing Bank" and "Ancillary Lender" each under and as defined in the relevant Credit Facility Documents.

**"Credit Facility"** means:

- (a) on or prior to the RCF Discharge Date, the RCF Facility; and
- (b) after the RCF Discharge Date, any credit facility that meets the requirements of a "Credit Facility" under and as defined in the Senior Note Documents (in their current form as at the date of the Intercreditor Agreement) which comprises indebtedness which is only incurred pursuant to section 4.09(1)(b) of the Senior Note Indenture and which indebtedness is entitled, under the terms of the Senior Note Documents (as at the date of the Intercreditor Agreement) and (if applicable) the Credit Facility Documents to share in the Transaction Security with the rights and obligations of Credit Facility Lenders as provided for in the Intercreditor Agreement, and in respect of which the creditors, facility agent and arrangers have acceded to the Intercreditor Agreement in accordance with Clause 20.2 (New Credit Facility Lenders and Creditor Representatives) of the Intercreditor Agreement and which is permitted by the terms of the Senior Note Documents to rank senior to the Senior Note Liabilities with respect to the proceeds of any Enforcement of Security and by the terms of the Pari Passu Debt Documents to rank senior to the Pari Passu Liabilities with respect to the proceeds of any Enforcement of Security.

**"Creditor Representative Liabilities"** means all the Liabilities owed by the Debtors to the Creditor Representatives under or in connection with the Primary Finance Documents (but does not include any amount in respect of principal, interest, redemption or prepayment)

**"Creditor Representative"** means

- (a) in relation to the RCF Lenders, the RCF Agent,
- (b) in relation to the Credit Facility Lenders under any Credit Facility (other than the RCF Facility), the facility agent in respect of that Credit Facility,
- (c) in relation to the Senior Noteholders, the Senior Note Trustee;
- (d) in relation to any Pari Passu Creditor of any Pari Passu Debt, the Pari Passu Debt Representative in respect of those Pari Passu Creditors, and
- (e) in relation to any Hedge Counterparty, each Hedge Counterparty shall be its own Creditor Representative



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## Particulars of a mortgage or charge

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### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

**"Creditors"** means the Primary Creditors and the Subordinated Creditors.

**"Creditor/Creditor Representative Accession Undertaking"** means:

- (a) an undertaking substantially in the form set out in Schedule 3 (form of Credit/Creditor Representative Accession Undertaking) of the Intercreditor Agreement;
- (b) a Transfer Certificate or an Assignment Agreement (each as defined in the RCF Agreement or other Credit Facility Document); or
- (c) in the case of an acceding Debtor which is expressed to accede as an Intra-Group Lender in the relevant Debtor Accession Deed, that Debtor Accession Deed.

**"Debt Documents"** means each of the Intercreditor Agreement, the Primary Finance Documents, the Transaction Security Documents, the Structural Debt Documents, the Intra-Group Debt Documents and any other document designated as such by the Security Agent and the Parent

**"Debtor"** means

- (a) each Original Debtor (which, for the avoidance of doubt, includes, without limitation, each Borrower and Guarantor under the RCF Facility Agreement from time to time (as those terms are defined therein)), and
- (b) other than for purposes of clause 8 (*Guarantee and Indemnity*) of the Intercreditor Agreement, Topco,
- (c) any person which becomes a Party as a Debtor in accordance with the terms of clause 20 (*Changes to the Parties*) of the Intercreditor Agreement

**"Debtor Accession Deed"** means:

- (a) a deed substantially in the form set out in Schedule 2 9Form of Debtor Accession Deed) of the Intercreditor Agreement; or
- (b) in the case of a member of the Restricted Group which is acceding as a borrower or a guarantor under the RCF Facility Agreement or other Credit Facility Document, an Accession Deed (as defined in the RCF Facility Agreement or such other Credit Facility Document).

**"Delegate"** means any delegate, agent, attorney or co-trustee appointed by the Security Agent.

**"Distressed Disposal"** means a disposal of an asset subject to the Transaction Security of a member of the Restricted Group or Topco which is:

- (a) being effected at the request of the Instructing Group in circumstances where the Transaction Security has become enforceable,
- (b) being effected by the enforcement of the Transaction Security; or

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(c) being effected, after the occurrence of a Distress Event, by a Debtor to a person or persons which is not a member of the Restricted Group

**"Enforcement"** means the enforcement of the Transaction Security, the requesting of a Distressed Disposal and/or the release of claims and/or Transaction Security on a Distressed Disposal under Clause 15.2 (Distressed Disposals) of the Intercreditor Agreement, the giving of instructions following an Insolvency Event under Clause 11.7 (Security Agent Instructions) of the Intercreditor Agreement and the taking of any actions in respect of any Transaction Security to effect the enforcement of the Transaction Security

**"Finance Party"** means

(a) any RCF Finance Party, and

(b) after the RCF Discharge Date, if applicable, has the meaning given to the term "Finance Party" in any Credit Facility Document

**"Guarantor"** has the meaning given to it in the RCF Facility Agreement.

**"Hedge Counterparty"** means any person which becomes Party as a Hedge Counterparty pursuant to clause 20.5 (*Hedge Counterparty or change in Hedge Counterparty*) of the Intercreditor Agreement which has not ceased to be a Hedge Counterparty in accordance with the Intercreditor Agreement

**"Hedging Document"** means any master agreement, confirmation, schedule, spot or forward delivery foreign exchange contract or other agreement entered into by a Debtor and a Hedge Counterparty for the purposes of hedging any interest rate and foreign exchange exposures that are permitted under the terms of the Credit Facility Documents, the Senior Note Documents and the Pari Passu Debt Documents to share in the Transaction Security

**"Hedging Liabilities"** means the Liabilities owed by any Debtor to any Hedge Counterparty under or in connection with any Hedging Document ~~(whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently, and whether as principal, surety or otherwise)~~ and the guarantee and indemnity referred to in Clause 8 (*Guarantee and indemnity*) of the Intercreditor Agreement.

**"Insolvency Event"** has the meaning given to it in the Intercreditor Agreement.

(a) in relation to any Debtor:

(1) any Bankruptcy Event pursuant to paragraph (a) of the definition thereof; or

(11) any composition, compromise, assignment or arrangement is made with any of its creditors; or

(111) the appointment of any liquidator, receiver, administrator, administrative receiver, compulsory manager, trustee or similar officer in respect of that Debtor or any of its

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#### Short particulars

assets; or

(iv) a suspension of payments, any voluntary or involuntary insolvency, bankruptcy, receivership, custodianship, liquidation, dissolution, reorganisation, assignment for the benefit of creditors, appointment of a custodian, receiver, trustee or other officer with similar powers of any other proceeding for the liquidation, dissolution or other winding up of that Debtor or any of its assets; or

(v) enforcement of any Transaction Security over any assets of that Debtor, or

(b) any analogous events to those mentioned in paragraph (a) above affecting any Debtor in any jurisdiction

**"Instructing Group"** has the meaning given to it in the Intercreditor Agreement

**"Intercreditor Agreement"** means the intercreditor agreement dated on or about the date of the Security over Shares Agreement and made between, among others, the Chargor as Topco, Lowell Finance Holdings Limited as the Parent, the Security Agent, J.P. Morgan Limited and Lloyds TSB Bank plc as Arranger, J.P. Morgan Europe Limited as the RCF Agent and Deutsche Trustee Company Limited as the Senior Note Trustee.

**"Intra-Group Borrower"** means:

(a) each Original Intra-Group Borrower; and

(b) each member of the Restricted Group who has had loans or credit made available to it by an Intra-Group Lender

**"Intra-Group Debt Documents"** means all documents, agreements and instruments between any member of the Restricted Group and any Intra-Group Lender evidencing any Intra-Group Liabilities.

**"Intra-Group Lenders"** means:

(a) each original Intra-Group Lender specified in the Intercreditor Agreement, and

(b) each member of the Restricted Group which has made a loan available to, granted credit to or made any other financial arrangement having similar effect with another member of the Restricted Group and which becomes a party as an Intra-Group Lender in accordance with the terms of clause 20 (*Changes to the Parties*) of the Intercreditor Agreement,

which in each case has not ceased to be an Intra-Group Lender in accordance with the Intercreditor Agreement.

**"Intra-Group Liabilities"** means all amounts whatsoever owing or outstanding by any member of the Restricted Group to any of the Intra-Group Lenders on any account whatsoever.

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"<b>Issuing Bank</b>" has the meaning given to the term "Issuing Bank" in: (a) the RCF Facility Agreement; and (b) after the RCF Discharge Date, if applicable, any Credit Facility Documents.</p> <p>"<b>LGL Charged Portfolio</b>" means the LGL Shares and the LGL Related Assets.</p> <p>"<b>LGL Related Assets</b>" means all dividends, interest and other monies at any time payable at any time in respect of the LGL Shares and all other rights, benefits and proceeds in respect of or derived from the LGL Shares (whether by way of redemption, bonus, preference, option, substitution, conversion, compensation or otherwise) held by, to the order or on behalf of the Chargor at any time.</p> <p>"<b>LGL Shares</b>" means all of the shares in the capital of Lowell Group Limited (company number 6527689) held by, to the order or on behalf of the Chargor at any time on or after the date of the Security over Shares Agreement.</p> <p>"<b>Liabilities</b>" means all present and future moneys, debts, liabilities and obligations due at any time of any member of the Restricted Group and, if relevant, Topco to any Creditor under the Debt Documents, both actual and contingent and whether incurred solely or jointly with any other person or in any other capacity, together with any related Additional Liabilities.</p> <p>"<b>Obligor</b>" has the meaning attributed to the term "<b>Debtor</b>".</p> <p>"<b>Original Debtors</b>" means the subsidiaries of the Parent listed in Part IV of Schedule 1 (The Parties) of the Intercreditor Agreement as debtors (together with the Parent and the Topco.</p> <p>"<b>Original Intra-Group Borrowers</b>" means the companies listed as intra-group borrowers in Part III of Schedule 1 (The Parties) of the Intercreditor Agreement</p> <p>"<b>Original RCF Lenders</b>" means JPMorgan Chase Bank, N A., London Branch and Lloyds TSB Bank plc</p> <p>"<b>Party</b>" means a party to the Intercreditor Agreement.</p> <p>"<b>Parent Charged Portfolio</b>" means the Parent Shares and the Parent Related Assets</p> <p>"<b>Parent Related Assets</b>" means all dividends, interest and other monies at any time payable at any time in respect of the Parent Shares and all other rights, benefits and proceeds in respect of or derived from the Parent Shares (whether by way of redemption, bonus, preference, option, substitution, conversion, compensation or otherwise) held by, to the order or on behalf of the Chargor at any time.</p> <p>"<b>Parent Shares</b>" means all of the shares in the capital of the Parent held by, to the order or on behalf of the Chargor at any time.</p> <p>"<b>Parent</b>" means Lowell Finance Holdings Limited (company number 6527689)</p> <p>"<b>Pari Passu Creditor</b>" means a lender or a creditor in respect of any Pari</p>	

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### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Passu Debt and each of their respective Pari Passu Debt Representatives.

**"Pari Passu Debt Documents"** means each document or instrument entered into between any member of the Restricted Group and a Pari Passu Creditor setting out the terms of any loan, credit or guarantee facility, notes, indenture or security which creates or evidences any Pari Passu Debt

**"Pari Passu Debt Representative"** means the creditor representative for any tranche of Pari Passu Creditors which has acceded to the Intercreditor Agreement as a Creditor Representative of such parties.

**"Pari Passu Debt"** means the Liabilities (that are not subordinated in right of payment to any Super Senior Liabilities or Senior Note Liabilities) owed by the Debtors in respect of any loan, credit or guarantee facility, notes, indenture or security which are permitted under the terms of the Senior Note Documents, the Credit Facility Documents and any existing Pari Passu Debt Documents or with the consent of the relevant Creditor Representatives under each such document (acting on the instructions of the requisite level of creditors under such documents) to share in the Transaction Security with the rights and obligations of Pari Passu Creditors as provided for in the Intercreditor Agreement, provided that the Pari Passu Creditors (or their Pari Passu Debt Representative) have acceded to the Intercreditor Agreement in accordance with clause 20.3 (New Pari Passu Creditors and Creditor Representatives) of the Intercreditor Agreement (excluding, for the avoidance of doubt, Credit Facility Lender Liabilities and Senior Note Liabilities)

**"Pari Passu Liabilities"** means the Liabilities owed by the Debtors to the Pari Passu Creditors under the Pari Passu Debt Documents (but excluding — any Hedging Liabilities).

**"Primary Creditors"** means the Super Senior Creditors, the Senior Note Creditors, the Pari Passu Creditors and the Hedge Counterparties.

**"Primary Finance Documents"** means the Credit Facility Documents, the Senior Note Documents, the Pari Passu Debt Documents, the Hedging Documents and the Security Agent Fee Letter

**"RCF Agent"** means J.P. Morgan Europe Limited

**"RCF Discharge Date"** means the date on which all RCF Liabilities have been fully and finally discharged to the satisfaction of the RCF Agent, whether or not as the result of an enforcement, and the RCF Finance Parties are under no further obligation to provide financial accommodation to any of the Debtors under the RCF Finance Documents.

**"RCF Facility"** means "the Facility" as defined in the RCF Facility Agreement.

**"RCF Facility Agreement"** means the facility agreement comprising initially a £40,000,000 revolving credit facility made between, among others, the Parent and the RCF Finance Parties and dated the date of the Intercreditor Agreement.

**"RCF Finance Documents"** has the meaning given to the term "Finance Document" in the RCF Facility Agreement, but excluding the Hedging

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**Particulars of a mortgage or charge**

**6** **Short particulars of all the property mortgaged or charged**

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Short particulars

Documents.

**"RCF Finance Parties"** means each "Finance Party" referred to in the RCF Facility Agreement, other than the Hedge Counterparties.

**"RCF Lenders"** means (a) the Original RCF Lenders; and (b) any other "Lender" as defined in the RCF Facility Agreement which has become a RCF Lender in accordance with clause 20.4 (*Change of RCF Lender*) of the Intercreditor Agreement, which in each case has not ceased to be a RCF Lender in accordance with the Intercreditor Agreement.

**"RCF Liabilities"** means the Liabilities owed by the Debtors to the RCF Finance Parties under the RCF Finance Documents (but excluding any Hedging Liabilities)

**"Receiver"** means a receiver or receiver and manager or, where permitted by law, an administrative receiver of whole or any part of the Charged Portfolio and that term will include any appointee made under a joint and/or several appointment

**"Restricted Group"** means the Parent and each of its Restricted Subsidiaries for the time being

**"Restricted Subsidiary"** has the meaning given to such term in the RCF Facility Agreement (in its form at the date of the Intercreditor Agreement) and, following the RCF Discharge Date, in the Senior Note Indenture (in its form at the date of the Intercreditor Agreement), any Pari Passu Debt Documents and, if applicable, any Credit Facility Documents

**"Secured Liabilities"** means the Credit Facility Lender Liabilities, the Creditor Representative Liabilities, the Arranger Liabilities, the Senior Note Liabilities, the Pari Passu Liabilities and the Hedging Liabilities.

**"Secured Parties"** means the Super Senior Creditors, the Senior Noteholders, the Pari Passu Creditors, the Hedge Counterparties, the Creditor Representatives, the Arrangers, the Security Agent and any Receiver or Delegate from time to time but, in the case of each Creditor Representative, Arranger, Super Senior Creditor, Pari Passu Creditor or Hedge Counterparty only if it is a party to the Intercreditor Agreement or has acceded to the Intercreditor Agreement, in the appropriate capacity, pursuant to clause 20 (*Changes to the Parties*) of the Intercreditor Agreement

**"Security Agent Fee Letter"** means any letter between the Parent and the Security Agent setting out any of the fees referred to in Clause 18.26 (*Security Agent fee*) of the Intercreditor Agreement

**"Security"** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

**"Senior Note Creditors"** means the Senior Noteholders and the Senior Note Trustee.

**"Senior Note Documents"** means: (a) the Senior Note Indenture; (b) the

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## Particulars of a mortgage or charge

6

### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Senior Notes; (c) the Intercreditor Agreement; (d) the Senior Note Guarantees; and (e) the Transaction Security Documents

**"Senior Note Guarantees"** means the "Note Guarantees" as defined in the Senior Note Indenture.

**"Senior Note Indenture"** means the senior secured note indenture dated on or about the date of the Intercreditor Agreement between, among others, the Senior Note Issuer and the Senior Note Trustee, as amended from time to time.

**"Senior Note Issuer"** means Lowell Group Financing Plc

**"Senior Note Liabilities"** means the Liabilities owed by the Senior Note Issuer and the Debtors to the Senior Note Creditors under the Senior Note Documents (but excluding any Hedging Liabilities)

**"Senior Note Trustee"** means Deutsche Trustee Company Limited

**"Senior Noteholders"** means the holders of the Senior Notes at any time pursuant to the terms of the Senior Note Indenture.

**"Senior Notes"** means the senior secured notes issued by the Senior Note Issuer pursuant to the terms of the Senior Note Indenture and any additional notes issued from time to time under the Senior Note Indenture

**"Shares"** means the Parent Shares and the LGL Shares.

**"Structural Creditors"** means any Structural Creditor which accedes to the Intercreditor Agreement by executing a Creditor/Creditor Representative Accession Undertaking in accordance with the terms of Clause 20 (*Changes to the Parties*) of the Intercreditor Agreement which has not ceased to be a Structural Creditor in accordance with the Intercreditor Agreement

**"Structural Debt Documents"** means all documents, agreements and instruments between any Debtor and any Structural Creditor evidencing any Structural Liabilities.

**"Structural Liabilities"** means all amounts whatsoever owing or outstanding by any Debtor to any Structural Creditor on any account whatsoever

**"Subordinated Creditors"** means the Structural Creditors and the Intra-Group Lenders.

**"Super Senior Creditors"** means the Credit Facility Lenders and their respective Creditor Representatives

**"Super Senior Liabilities"** means the Credit Facility Lender Liabilities, the Creditor Representative Liabilities and the Arranger Liabilities

**"Topco"** means Metis Bidco Limited.

**"Transaction Security"** means the Security created or expressed to be created in favour of the Security Agent under or pursuant to the

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Transaction Security Documents.</p> <p><b>"Transaction Security Documents"</b> means: (a) each "Transaction Security Document" as defined in the RCF Facility Agreement, (b) any other document entered into at any time by any of the Debtors creating any guarantee, indemnity, Security or other assurance against financial loss in favour of any of the Secured Parties as security for any of the Secured Obligations; and (c) any Security granted by the Debtors under any covenant for further assurance in any of the documents set out in paragraphs (a) and (b) above, which in each case, to the extent legally possible: (i) is created in favour of the Security Agent as trustee for the other Secured Parties in respect of their Liabilities, or (ii) in the case of any jurisdiction in which effective Security cannot be granted in favour of the Security Agent as trustee for the Secured Parties is created in favour of. (A) all the Secured Parties in respect of their Liabilities; or (B) the Security Agent under a parallel debt structure for the benefit of all the Secured Parties</p>	





## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

COMPANY NO. 7652466  
CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY OVER SHARES  
AGREEMENT DATED 30 MARCH 2012 AND CREATED BY METIS  
BIDCO LIMITED FOR SECURING ALL SUMS DUE OR TO  
BECOME DUE UNDER THE TERMS OF THE AFOREMENTIONED  
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS  
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE  
COMPANIES ACT 2006 ON THE 4 APRIL 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 APRIL 2012

LC



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES